

MAY 22, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR,
NEIGHBORHOOD HOUSING AND DEVELOPMENT

MICHAEL A, BARTOSIAK, ASSISTANT DIRECTOR,
REAL ESTATE SERVICES

SUBJECT: PERMISSION TO EXECUTE A LICENSE AGREEMENT
WITH BOSTON TOWING, INC. FOR USE OF SOUTH END
PARCEL 54C - 11 WAREHAM STREET

On May 10, 1991, the RFP's were opened to rent 11 Wareham Street in the South End. This vacant parcel of land contains approximately 5,000 square feet of land to be rented for commercial use. The parcel was advertised accordingly in the Boston Herald and State's Central Register.

Boston Towing Co., 120 Wayland Street, Dorchester, submitted a bid of \$700.00 a month and responded to the RFP in a satisfactory manner. The BRA's Real Estate Disposition Officer said the Boston Towing Co's rent is competitive to other rents in the area. Mr. Joseph E. Lewis, proprietor of Boston Towing, stated in his proposal plans to use the lot for storage and safekeeping of motor vehicles while fulfilling his long term obligation to Triple AAA Emergency Road Service, City of Boston, and private companies. Boston Towing Co. is a small Boston based company having eleven employees, eight whom reside in Boston and three from the South End neighborhood and Mr. Lewis plans to employ more Boston/South End residents during the next three years if awarded the RFP.

Mr. Lewis has twenty years experience in this field and has registered Department of Public Utilities rights of 100 air miles from downtown Boston. Mr. Lewis plans to perform site improvement to the parcel with approval by the BRA, by asphaltting the License area, installing sufficient lighting and beautifying the parking area with flowers and shrubbery as well as performing ongoing maintenance of the parcel.

It is therefore recommended the Director be authorized to enter into a License Agreement with Boston Towing Co., for use of South End Parcel 54C, 11 Wareham Street substantially in the form attached.

An appropriate vote follows:

VOTED: The Director be authorized to execute a License Agreement with Boston Towing Co., 120 Wayland Street, Dorchester, MA as the highest responsible and responsive bidder for use of Parcel 54C, containing approximately 5,000 square feet of land in the South End Urban Renewal area, substantially in the form as attached, with a License Fee of Seven Hundred Dollars (\$700.00) a month for three years from date of execution and a 30 day "notice to quit" clause by which the BRA may require the License to vacate the land with a 30-day written notice with all the usual terms and conditions in effect.

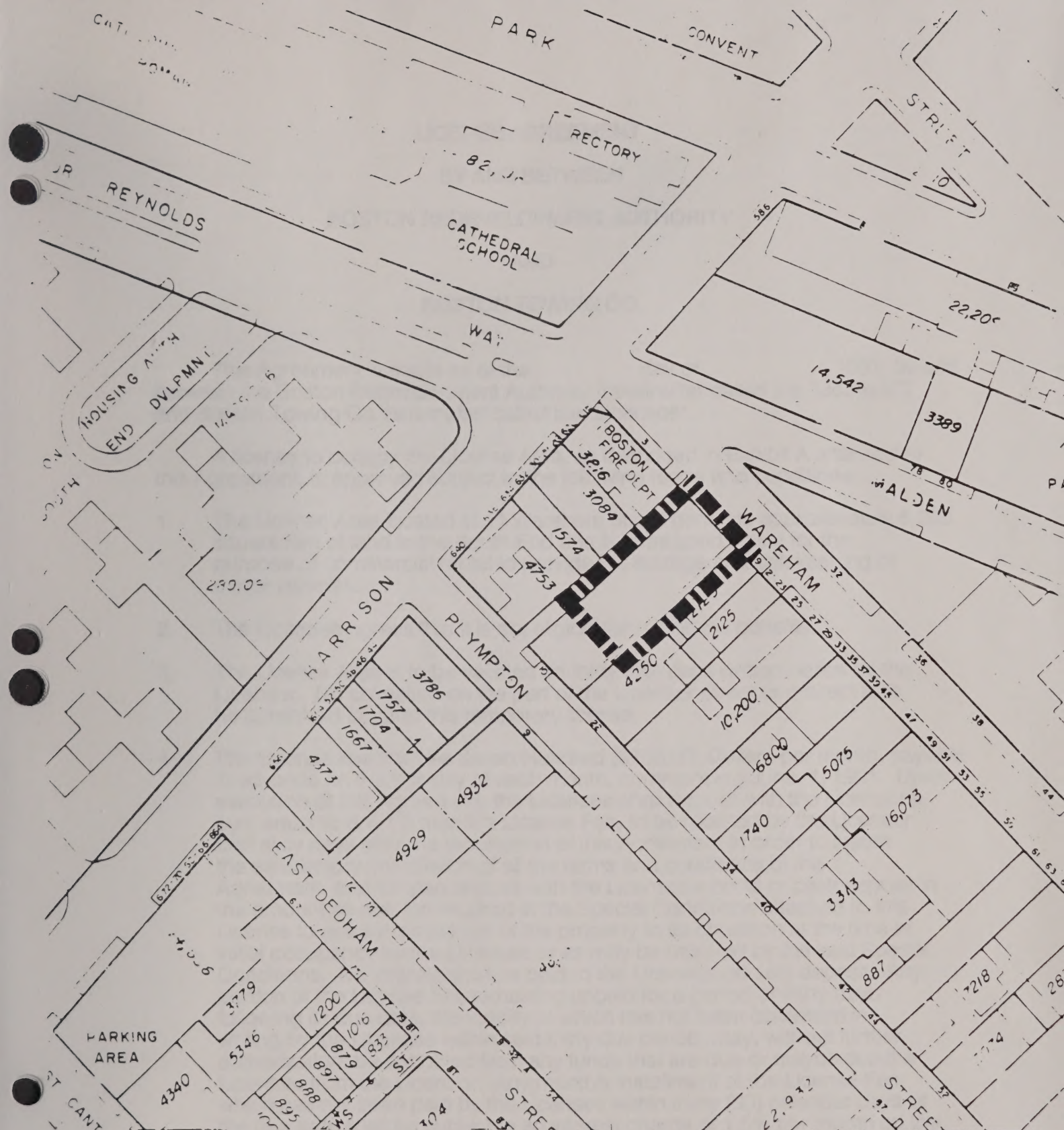
BOSTON REDEVELOPMENT AUTHORITY

TABULATION of BIDS

Parcel 54C, 11 Wareham Street, South End

Opened and read aloud at the Office of the Boston Redevelopment Authority, Board Room, City Hall, Boston, at 12:00 Noon, E.S.T., on Friday, May 10, 1991.

<u>CONTRACTOR</u>	<u>PROPOSED CONTRACT SUM</u>	<u>BID SECURITY</u>
Boston Towing Co., Dorchester	\$700.00 per month for three (3) years	
City Group Management Co., Inc., Boston	\$600.00 per month	



Project: South End
 Parcel: 54 C
 Address: 11 Wareham St.
 Sq. Ft. Approx. 5,000 Sq. Ft.

This exhibit is for illustrative purposes only,
 it is not drawn to scale.

EXHIBIT A		
DATE: <u>11/1/77</u>		
For Discussion Purposes Only		
Massachusetts		

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
BOSTON TOWING CO.

This Agreement is made as of the _____ day of _____, 1991, by and between the Boston Redevelopment Authority (hereinafter called the "Licensor") and Boston Towing Co. hereinafter called the "Licensee".

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area located at 11 Wareham Street contains approximately 5,000 square feet of land in the South End and is to be used solely for the purpose of commercial rental to provide the storage and safekeeping of motor vehicles.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be Seven Hundred (\$700.00) Dollars per month, payable in advance on the first day of each month, commencing June 1, 1991. Upon execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to one (1) month's License Fee, to be retained by the Licensor until sixty days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement, and/or also deposit with the Licensor a bond or cash deposit in the amount as may be required in the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Licensee or as may be required by the said Special Conditions. No interest shall be paid to the Licensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licensor. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

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5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licenser shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licenser.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licenser's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licenser, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licenser's option, become the property of the Licenser. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

BOSTON TOWING CO.

By: _____
Joseph E. Lewis, Owner
Licensee

Approved as to form:

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

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SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s)' workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance with any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensors' design staff.
6. No stock piling of spoil, refuse, trash, landfill materials, or auto parts, engines, etc, will be permitted or allowed on the License Area. Illegal dumping and disposal is prohibited.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensors or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensors.
10. Licensee will permit the Licensors or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities

and the activities of any other licensee authorized by the Licensor to utilize the License Area.

11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. In conjunction with a general increase in the rents in the South End Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the South End Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
14. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
15. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore any fences at its expense to a satisfactory condition as determined by the Licensor.
16. Licensee shall assume all cost of security of the License Area. Licensee agrees that when the License Area is not in operation all gates or entrances must be properly secured.
17. Licensee shall on request of the Licensor remove without delay from their service under this License Agreement any agent or employee who is disorderly, quarrelsome, rude or incompetent.
18. Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, fencing, hydrants, signs, trees or plantings on or off the License Area and shall repair and replace or otherwise make good as directed by the Licensor any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconvenience to the public.
19. Licensee shall enter and exit on Wareham Street.
20. Licensee shall perform the following site improvements to the License Area: asphalt the License Area, provide sufficient lighting, and plant shrubbery, flowers, etc., as approved by the Licensor.

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